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6 Attorneys for Plaintiff  
7 Taras Volgemut

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION  
11

12 Taras Volgemut, an individual,

13 Plaintiff,

14 v.  
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16 Dieter P. Abt, an individual,

17 Defendant.  
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Case No. 2:12-cv-06678-JCG

DECLARATION OF JULIE J.  
ROBACK IN SUPPORT OF  
REQUEST FOR ENTRY OF  
DEFAULT AND REQUEST FOR  
DEFAULT JUDGMENT BY CLERK

1 I, Julie J. Roback, declare as follows:

2 1. I am an attorney at the law firm Valle Makoff LLP, counsel of record for  
3 plaintiff in this action. I provide this declaration in support of Plaintiff's Request for  
4 Entry of Default and Default Judgment by Clerk. Except as otherwise stated, I have  
5 personal knowledge of each fact stated in this declaration, and if called upon, I could  
6 and would testify to the following of my own personal knowledge.

7 2. Plaintiff served the complaint on defendant Dieter P. Abt on September 10,  
8 2012, via substitute service, evidenced by the proof of service of summons on file  
9 with this Court [Docket #5].

10 3. Defendant has not appeared in this action and has not responded to the  
11 complaint within the time permitted by law.

12 4. Defendant is not a minor, incompetent person, or a person in military  
13 service or otherwise exempted from default judgment under the Soldier's and  
14 Sailor's Civil Relief Act of 1940.

15 5. A request for entry of default is made concurrently herewith.

16 6. This action involves a claim for damages by plaintiff Taras Volgemut  
17 against defendant Dieter P. Abt under a contract, to wit: the Loan Agreement dated  
18 December 7, 2011 entered into by plaintiff Taras Volgemut and defendant Dieter P.  
19 Abt ("Loan Agreement"). As set forth in the Complaint, pursuant to the Loan  
20 Agreement, plaintiff Taras Volgemut loaned defendant Dieter P. Abt \$1,000,000 to  
21 be paid back with 9 percent interest per annum pursuant to the terms of the Loan  
22 Agreement. A copy of said Loan Agreement is attached hereto as Exhibit A. The  
23 Loan Agreement provides an acceleration clause whereby the payback of the  
24 principal and accrued interest is due within ten (10) days of Mr. Volgemut's demand  
25 if a sale of shares in the company Meteor to Mr. Volgemut is not completed by  
26 March 31, 2012. As set forth in Plaintiff's Complaint, the sale of Meteor shares  
27 never occurred and thus, pursuant to the Loan Agreement, on April 27, 2012,  
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1 Plaintiff demanded repayment of the loan principal plus interest by May 7, 2012. As  
2 further alleged in the Complaint, despite Plaintiff's repeated demands for repayment  
3 and Defendant's admissions that the money is owed as well as Defendant's repeated  
4 assurances that repayment would be made, no repayment has been made.

5 7. There is now due and owing under said Loan Agreement the sum of  
6 \$1,000,000 plus 9 percent interest per annum. The total debt outstanding as of  
7 October 25, 2012 amounts to \$1,079,004.23 pursuant to the following calculation:  
8 Pursuant to the Loan Agreement plaintiff loaned defendant \$1,000,000 which was  
9 paid out in two payments -- \$200,000 to defendant on December 5, 2011 and the  
10 remaining \$800,000 to defendant on December 12, 2011. Nine percent interest on  
11 the \$200,000 for the seven days before the remaining money was loaned amounts to  
12 \$345.21 (calculated as follows: 9% of \$200,000 equals \$18,000 divided by 365 days  
13 equals \$49.32 of interest per day multiplied by 7 days equals \$345.21). Nine percent  
14 interest on the full \$1,000,000 from December 12, 2011 through today's date  
15 amounts to \$78,659.02 (calculated as follows: 9% of \$1,000,000 equals \$90,000  
16 divided by 365 days equals \$246.58 per day multiplied by 319 days equals  
17 \$78,659.02). Thus, as of October 25, 2012, \$78,659.02 plus the \$345.21 is owed in  
18 interest, bringing the total outstanding debt to be \$1,079,004.23.

19 8. The sum owed has not been paid.

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## **EXHIBIT A**

## LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 7th day of December, 2011

BETWEEN:

Taras Volgemut of 62, Doktor-Max-Strasse  
82031 Grunwald Deutschland  
(the "Lender")

OF THE FIRST PART

AND

Dieter Abt of 1700 Carla Ridge, Beverly Hills, CA 90210  
(the "Borrower")

OF THE SECOND PART

### TAKING IN CONSIDERATION THAT:

- a) the Parties had concluded the Agreement on Mutual Understanding and Cooperation (the Cooperation Agreement) and had specified the aim of their cooperation within this Loan Agreement has been executed;
- b) the Borrower has signed on December 7<sup>th</sup>, 2011 a Letter of personal guarantee to pay promptly the principal part and the interests arising from the credit relation stipulated hereafter in this Agreement and to secure this relation toward the Lender with rightful security by terms of the aforesaid Letter;
- c) the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

#### Loan Amount & Interest

1. The Lender promises to loan one million (\$1,000,000.00) USD, to the Borrower and the Borrower promises to repay this principal amount to the Lender, at such address as may be provided in writing, with interest payable on the unpaid principal at the rate of 9 percent per annum, calculated annually not in advance.

#### Repayment

2. This Loan will be repaid in 1 annual installment of principal and interest on the anniversary date of the execution of this Agreement commencing next year with the balance owing under this Agreement being paid at the end of its term.
3. In occasion the Agreement on Sale of shares (which is Step 2 in Cooperation Agreement) of Meteor Group (Meteor) to Lender will not be agreed and signed before March, 31st 2012, the Lender has a right to demand the immediate repayment of the principal amount and the accrued interest. In such occasion the Borrower has an obligation to repay the full amount of principal and accrued interest in 10 banking days from receiving of such written notice from Lender.

**Default**

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
5. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, a) the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party and b) the personal guarantee is executed in full power as set forth in the Letter of personal guarantee.

**Additional Clauses**

6. Mr. Volgenut may consider converting personal loan to Meteor loan at 5% after completion of contracts between himself, Dieter Abt and Meteor as suggested by the parties.

**Security**

7. This Loan is secured by the following security (the "Security"): 15% share of DPA Holdings which holds 100% of Dieter Abt's holding in BVX llc.
8. The Security should be properly registered as requested by the legislation, effective in the State of California, the U.S.A., by the time the Loan is granted.
9. The Borrower grants to the Lender a security interest in the security until this Loan is fully paid or until loan might be converted to a Meteor loan.
10. In relation to Security the Borrower abides by all the rules and obligations taken by him with personal guarantee of December 7<sup>th</sup>, 2011.

**Confirmation**

11. Borrower assures that the value of 15% of DPA Holdings share is not less than 1 200 000 (\$ one million two hundred thousands) USD. In case the Security has provided to Lender and the value of Security is less than assured by Borrower the latter has an obligation to provide additional Security to cover the difference in value of Security or to reimburse the undervalued sum in money.

**Governing Law**

12. This Agreement will be construed in accordance with and governed by the laws of the State of California.

**Costs**

13. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

**Binding Effect**



14. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

15. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

16. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

17. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

18. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

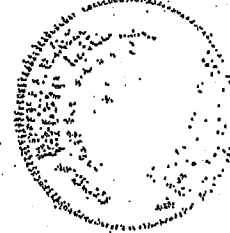
IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 29th day of November, 2011.

SIGNED, SEALED, AND DELIVERED  
this 7th day of December, 2011.

Taras Volgemut

SIGNED, SEALED, AND DELIVERED  
this 7th day of December, 2011.

Dieter Abt





## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California

County of

Los Angeles

On Dec. 07, 2011

Date

before me,

Emmanuel Garcia, a Notary Public

Here Insert Name and Title of the Officer

personally appeared

Dieter Abt

Name(s) of Signer(s)



EMMANUEL GARCIA  
Commission # 1925370  
Notary Public - California  
Los Angeles County  
My Comm. Expires Feb 12, 2016

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document:

Loan Agreement

Document Date:

Dec. 07, 2011

Number of Pages: 003

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s):

Signer's Name:

☐ Corporate Officer — Title(s):☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:

